Distribution
County Board
County Administrator

Agenda Item # 74

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2007 SESSION

NOVEMBER 13, 2007

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Revenue, Records & Legislation Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing the Purchase Agent to enter into a three (3) year contract with Kolkmeier Consulting of Springfield, IL for State of Illinois consulting services, in the amount of $43,599.14 for the initial period of December 1, 2007 through November 30, 2008, with a 5% increase for years 2 and 3 of the agreement charging the total costs to account #101-1102040-79950-000-000-000-00000 and request its adoption.

Respectfully submitted,

	Aye	Nay
Chairman	✓	
Vice-Chairman	✓	
	✓	
	✓	
	✓	
	X	
Revenue, Records & Legislation Committee		

	Aye	Nay
Chairman	X	
Vice-Chairman	✓	
	X	
	✓	
	✓	
Financial & Administrative Committee	✓	

RESOLUTION

WHEREAS, there is a need for State of Illinois Legislative consulting services; and

WHEREAS, Lake County Board has a long standing successful relationship with Kolkmeier Consulting and knowledge gained through this relationship adds value integral to the services provided; and

WHEREAS, Kip Kolkmeier Consulting is familiar with the issues confronting Lake County and other collar counties; and

WHEREAS, Kip Kolkmeier Consulting has a very good working relationship with the Lake County legislative delegation in Springfield, IL; and

WHEREAS, in accordance with Article 6, Section 102 of the Lake County Purchasing Ordinance, the Purchasing Agent consulted with an ad hoc review group and determined that this purchase of consulting services is exempt from the competitive sealed proposal process.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Purchasing Agent is authorized to enter into a three (3) year contract with Kolkmeier Consulting of Springfield, IL for State of Illinois consulting services, in the amount of $43,599.14 for the initial period of December 1, 2007 through November 30, 2008, with a 5% increase for years 2 and 3 of the agreement charging the total costs to account #101-1102040-79950-000-000-000-00000.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 14th day of November, A.D., 2007.

AGREEMENT FOR STATE REPRESENTATION SERVICES FOR LAKE COUNTY

This AGREEMENT is entered into by and between Lake County and Kolkmeier Consulting, 2720 Keats, Springfield, IL 62707, (hereafter "Contractor").

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide State Representation Services; and

WHEREAS, the Contractor has the ability to provide these services as defined in the Agreement Documents; and

WHEREAS, the Lake County Board passed a resolution at its regular meeting on November 13, 2007, authorizing the Purchasing Agent to execute this Agreement;

NOW, THEREFORE, Lake County and the Contractor AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS
This Agreement constitutes the entire Agreement between the County and the Contractor.

SECTION 2. SCOPE OF WORK
The Contractor agrees to provide legislative consulting services in connection with the County's state legislative issues including, but not limited to the following tasks: represent Lake County's interests with legislators, staff, and agencies; advocate Lake County's position on legislation, regulations and state issues and monitor, report and analyze actions; assist Lake County in packaging projects and securing funding, and; assist Lake County with access to appropriate legislators, regulatory agencies and officials.

SECTION 3. DURATION
This contract shall be in effect for a three (3) year period from December 1, 2007. Lake County reserves the right to renew this contract for two (2) additional one (1) year period(s), subject to acceptable performance by the contractor.

SECTION 4. PAYMENTS
The contractor shall submit monthly invoices in the total amount of $3,633.26, including expenses. Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 5. AGREEMENT PRICE
Lake County will pay to the Contractor the fee for legislative consulting services under this agreement shall be in fixed annual amounts of $43,599.15 for the period December 1, 2007 to November 30, 2008 (payable in monthly amounts of $3,633.26); $45,779.11 for the period December 1, 2008 to November 30, 2009 (payable in monthly amounts of $3,814.93); and $48,068.07 for the period December 1, 2009 to November 30, 2010 (payable in monthly amounts of $4,005.67)."

SECTION 6. MOST FAVORED CUSTOMER
The contractor shall give preference to Lake County regarding representation on priority issues, i.e. the contractor shall not represent client(s) who oppose Lake County's position on a specific issue.

SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW:
This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 8. TERMINATION
Lake County reserves the right to terminate this Agreement, or any part, with thirty (30) days written notice. The Contractor shall be paid for work performed in the event of cancellation for the convenience of the County.

SECTION 9. INDEPENDENT CONTRACTOR
The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Lake County.

SECTION 10. ASSIGNMENT
Neither the Contractor nor Lake County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 11. MODIFICATION
This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 12. DISPUTE RESOLUTION
All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 8 of the Lake County Purchasing Ordinance.

SECTION 13. NO IMPLIED WAIVERS
The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 14. SEVERABILITY
If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 15. TAXES
Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.

SECTION 16. DELIVERABLES
Provide frequent verbal and monthly written reports to Lake County on the progress of the agenda identifying any issues to address.

SECTION 17. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold Lake County, its officers, officials, agents, and employees, (hereafter 'the Indemnified Parties'), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting the Agreement or arising out of or being in any way connected with the Contractor's performance or lack thereof under the Agreement except for matters shown by final judgment to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. The indemnification provided herein shall be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Lake County. This indemnification is not limited by any amount of insurance required under the Agreement and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. The Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, subcontractors, agents, or servants of the Contractor provided that Lake County shall have the right to designate separate counsel to defend Lake County in which event the fees and expenses of such counsel shall be paid by the Contractor.

The Contractor shall promptly provide, or cause to be provided, to Lake County and Lake County counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with the Contractor's or any subcontractor's performance of the Agreement and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:	Kolkmeier Consulting:
_____	_____
GARY L. REIS Purchasing Agent Lake County	Kiplund R. Kolkmeier
Date _____	Date_____